

Return Address:

Please Return to:

Intercounty Clearance Corporation
440 Ninth Avenue
New York, NY 10001-1686

UCC 2 FIXTURE FILING (County Auditor)

☐ TERMINATION

Indexing information required by the Washington State Auditor's/Recorder's Office, (RCW 36.18 and RCW 65.04) 1/97:		(please print last name first)
Reference # (if applicable): _____		
Debtor(s) (Assignor): (1) _____ (2) _____		Add. on pg _____
Secured Party(ies) (Assignee) (1) _____ (2) _____		
Add. on page _____ Legal Description (abbreviated): <u>Section 3, Township 34 North, Range 2 East</u>		
Add. legal is on page _____ Assessor's Property Tax Parcel/Account # <u>P19724</u>		

PLEASE TYPE FORM

This FIXTURE FILING is presented pursuant to the WASHINGTON UNIFORM COMMERCIAL CODE:

- ☐ LEASE - This filing is for informational purposes only. The terms debtor and secured party are to be construed as LESSEE and LESSOR.
- ☐ CONSIGNMENT - This filing is for informational purposes only. The terms debtor and secured party are to be construed as CONSIGNEE and CONSIGNOR.

1. DEBTOR(S) (or assignor(s)) (last name first, and address(es)) Ecogard, Inc. 1301 Gervais Street, Suite 300 Columbia, SC 29201	2. FOR OFFICE USE ONLY
3. NUMBER OF ADDITIONAL SHEETS ATTACHED:	
4. SECURED PARTY(IES) (or assignee(s)) (name and address) Toronto Dominion (Texas) Inc., as General Administrative Agent 909 Fannin Street, Suite 1700 Houston, TX 77010	5. ASSIGNEE(S) OF SECURED PARTY(IES) (if applicable) (name and address(es)) <u>#881617</u> <u>C41381</u> <u>773-L</u> 411772

6. This FIXTURE FILING covers the following types or items of property:
See Schedule A attached hereto and incorporated herein by reference.

- ☒ The goods are to become fixtures on...See attached Schedule I for real property description.
- ☐ The property is timber standing on...

- ☐ The property is minerals or the like (including gas and oil) or accounts to be financed at the wellhead or minehead of the well or mine located on . . . (Describe real estate. Use legal description.)

This FIXTURE FILING is to be filed for record in the real estate records. If the debtor does not have an interest of record in the realty, the name of a record owner is _____.

- ☐ Products of collateral are also covered.

7. RETURN ACKNOWLEDGMENT COPY TO:

FILE FOR RECORD WITH
COUNTY AUDITOR OF COUNTY
IN WHICH REAL PROPERTY IS LOCATED

8. This statement is signed by the Second Party(ies) instead of the Debtor(s) to perfect a security interest in collateral.
(Please check appropriate box.)

- (a) ☐ already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or

Complete fully if box (d) is checked.
Complete as applicable for (a), (b), and (c):

- (b) ☐ which is proceeds of the original collateral described above in which a security interest was perfected, or

Original recording number _____

- (c) ☐ as to which the filing lapsed, or

Filing office where filed _____

- (d) ☐ acquired after the change of name, identity, or corporate structure of the debtor(s).

Former name of debtor(s) _____

C#881617

9. USE IF APPLICABLE

Ecogard, Inc.

TYPE NAME(S) OF DEBTOR(S) (or assignor(s))

Toronto Dominion (Texas) Inc., as General

TYPE NAME(S) OF SECURED PARTY(IES) (or assignee(s))

Administrative Agent

[Signature]
SIGNATURE(S) OF DEBTOR(S) (or assignor(s))

[Signature]
SIGNATURE(S) OF SECURED PARTY(IES) (or assignee(s))

10. TERMINATION STATEMENT: The SECURED PARTY(IES) certifies that the SECURED PARTY(IES) no longer claims a security interest under the FIXTURE FILING bearing the recording number shown above.

NAME _____

DATE _____

Return to: County Auditor of County where
original filing/recording was made.



200005040042

Kathy Hill, Skagit County Auditor

5/4/2000 Page 2 of 7 12:38:08PM

WASHINGTON UCC 2 FIXTURE FILING
FORM APPROVED FOR USE IN WASHINGTON STATE

**SCHEDULE A
TO UCC FINANCING STATEMENT**

Debtor: Ecogard, Inc..
1301 Gervais Street, Suite 300
Columbia, South Carolina 29201

Secured Party: Toronto Dominion (Texas), Inc., as
General Administrative Agent
909 Fannin Street, Suite 1700
Houston, Texas 77010

The following types or items of property, whether now owned or at any time hereinafter acquired by the Debtor or in which the Debtor now has or at any time in the future may acquire any right, title or interest, are covered by the Financing Statement to which this Schedule A is attached (collectively, the "Collateral"):

1. all Accounts;
2. all Chattel Paper;
3. all Contracts;
4. all Documents;
5. all Equipment;
6. all General Intangibles;
7. all Instruments;
8. all Intellectual Property;
9. all Inventory;
10. all Pledged Securities;
11. all Investment Property;
12. all books and records pertaining to the Collateral; and
13. to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any person with respect to any of the foregoing.



200005040042

Kathy Hill, Skagit County Auditor

5/4/2000 Page 3 of 7 12:38:08PM

As used herein, the following terms which are defined in the Code are used herein as so defined: Accounts, Chattel Paper, Documents, Equipment, Fixtures, General Intangibles, Instruments and Inventory; and the following terms shall have the following meanings:

"Capital Stock": any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a person (other than a corporation) and any and all warrants or options to purchase any of the foregoing.

"Contracts": (a) the Stock Purchase Agreement, dated as of February 6, 1997, among Laidlaw, Laidlaw Inc., a Canadian corporation and Laidlaw Transportation, Inc., a Delaware corporation, as the same may be amended, supplemented or otherwise modified from time to time and (b) the Agreement and Plan of Merger, dated as of March 16, 1998, by and among Laidlaw, LES Acquisition, Inc., a Delaware company, and Safety-Kleen Corp., a Delaware corporation, as the same may be amended, supplemented or otherwise modified from time to time, including, in each case, without limitation, (i) all rights of the Debtor to receive moneys due and to become due to it thereunder or in connection therewith, (ii) all rights of the Debtor to damages arising thereunder and (iii) all rights of the Debtor to perform and to exercise all remedies thereunder.

"Code": the Uniform Commercial Code as in effect in the State of New York on April 3, 1998.

"Copyrights": (i) all copyrights arising under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, and (ii) the right to obtain all renewals thereof.

"Copyright Licenses": any written agreement naming the Debtor as licensor or licensee, granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright.

"Intellectual Property": the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks and the Trademark Licenses, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

"Intercompany Note": any promissory note evidencing loans made by the Debtor to Laidlaw or any of its subsidiaries.



200005040042

Kathy Hill, Skagit County Auditor

5/4/2000 Page 4 of 7 12:38:08PM

"Investment Property": the collective reference to (i) all "investment property" as such term is defined in Section 9-115 of the Code and (ii) whether or not constituting "investment property" as so defined, all Pledged Securities.

"Laidlaw": Laidlaw Environmental Services, Inc. (formerly known as Rollins Environmental Services, Inc.), a Delaware corporation.

"Patents": (i) all letters patent of the United States, any other country or any political subdivision thereof, all reissues and extensions thereof, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, and (iii) all rights to obtain any reissues or extensions of the foregoing.

"Patent License": all agreements, whether written or oral, providing for the grant by or to the Debtor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent.

"Pledged Notes": all Intercompany Notes at any time issued to the Debtor and all other promissory notes issued to or held by the Debtor (other than promissory notes issued in connection with extensions of trade credit by the Debtor in the ordinary course of business).

"Pledged Securities": the collective reference to the Pledged Notes and the Pledged Stock.

"Pledged Stock": any shares, stock certificates, options or rights of any nature whatsoever in respect of the Capital Stock of any person that may be issued or granted to, or held by, the Debtor.

"Proceeds": all "proceeds" as such term is defined in Section 9-306(1) of the Code and, in any event, shall include, without limitation, all dividends or other income from the Pledged Securities, collections thereon or distributions or payments with respect thereto.

"Trademarks": (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (ii) the right to obtain all renewals thereof.

"Trademark License": any agreement, whether written or oral, providing for the grant by or to the Debtor of any right to use any Trademark.

**SCHEDULE I
TO FINANCING STATEMENT**

Debtor: Ecogard, Inc.
1301 Gervais Street
Suite 300
Columbia, SC 29201

Secured Party: Toronto Dominion (Texas), Inc.,
as General Administrative Agent
909 Fannin Street
Houston, TX 77010

Description of Real Property

Location of Real Property: 744 South March Point Road
Anacortes, WA 98221

Description of Real Property: See Exhibit A attached hereto and incorporated by
reference herein

Record Owner: Ecogard, Inc.
1301 Gervais Street
Suite 300
Columbia, SC 29201




200005040042
Kathy Hill, Skagit County Auditor
5/4/2000 Page 6 of 7 12:38:08PM

EXHIBIT A

That portion of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and of Government Lot 2, Section 3, Township 34 North, Range 2 East, W.M., more particularly described as follows:

Beginning at the Northwest corner of that certain tract shown as the "Vintage Oil" tract on that certain survey filed May 9, 1995 in Volume 17 of Surveys, page 7, under Auditor's File No. 9505090054, records of Skagit County, Washington, which point is also the Northeast corner of that certain tract conveyed to Russell and Marie Gibbons by deed recorded April 15, 1988 under Auditor's File No. 8804150092;
thence South $02^{\circ}32'20''$ East a distance of 450.67 feet;
thence North $88^{\circ}46'18''$ East a distance of 141.25 feet to the TRUE POINT OF BEGINNING;
thence North $07^{\circ}32'51''$ West a distance of 478.35 feet to the South line of March Point Road;
thence North $74^{\circ}38'31''$ East, along said South line, a distance of 402.64 feet to the Northeast corner of said Vintage Oil tract;
thence South $01^{\circ}50'56''$ East, along the East line thereof, a distance of 388.91 feet to the Northwesterly line of the abandoned Puget Sound and Baker River Railway right-of-way;
thence South $47^{\circ}47'39''$ West, along said Northwesterly line, a distance of 281.90 feet to the South line of said Vintage Oil tract;
thence South $88^{\circ}46'18''$ West, along said South line, a distance of 129.19 feet to the TRUE POINT OF BEGINNING.

Situate in the County of Skagit, State of Washington


200005040042
Kathy Hill, Skagit County Auditor
5/4/2000 Page 7 of 7 12:38:08PM